

**DEPARTMENT OF REAL ESTATE**

PO Box 187000

Sacramento, CA 95818-7000

916 227-0770



July 28, 2009

Alpha Realty Inc  
Dennis Fred McBride, Designated Officer  
4193 Flat Rock Dr Suite 300  
Riverside, CA 92505

Re: Advance Fee Agreement

This letter will acknowledge our receipt of your advance fee agreement and accounting format on July 28, 2009.

The Department has no objection to your use of the advance fee agreement and accounting format as submitted.

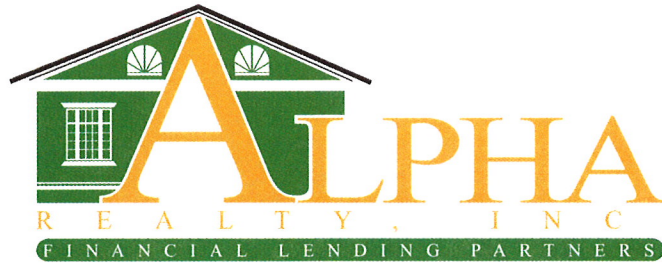
This agreement replaces any other agreement previously submitted for the Department's review. Additionally, it is not to be used by other than the submitting broker or real estate corporation.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well. This includes press releases and announcements related to your advance fee activities.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

Sincerely,

Sylvia I. Yrigollen  
Senior Deputy Commissioner  
Advance Fee Review Section



## ADVANCE FEE AGREEMENT FOR LOAN MODIFICATION SERVICES

This ADVANCE FEE AGREEMENT FOR LOAN MODIFICATION SERVICES (this "agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ALPHA REALTY, INC. (\_\_\_\_\_) (the "Broker") and the Principal(s) (\_\_\_\_\_) insert name(s) of the borrower(s)/principal(s) represented in this agreement) (the "Principal") for the mortgage loan modification services as described herein.

### A. Preliminary Matters.

#### 1. IMPORTANT NOTICES TO THE PRINCIPAL:

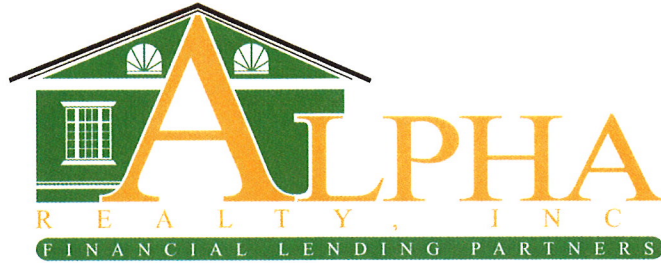
- a. The amount or rate of fees specified in this agreement for services is not fixed by California law. Fees are set or established by each Broker individually and are subject to negotiation between the Principal and ALPHA REALTY, INC.
- b. The Principal is compensating ALPHA REALTY, INC for services the Principal may be able to obtain At no charge from a housing counselor or by contacting the Lender(s) directly.
- c. Brokers are licensed by the California Department of Real Estate. The Department provides public information regarding its licensees, including the current license status and applicable disciplinary history (if any discipline has been imposed or is pending). The Principal can Search the Department's licensing information about the broker at [www.dre.ca.gov](http://www.dre.ca.gov), by Selecting the box cap-tioned "Real Estate License Lookup" and following the directions and Entering the information required in the box titled "Public License Information."
- d. California Civil Code Section 2945.1(b)(3) prohibits a Broker from claiming, demanding, charging, collecting or receiving any compensation or advance fee from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. THIS AGREEMENT MAY NOT BE USED AND SHOULD NOT BE EXECUTED BY THE PRINCIPAL IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTY LISTED BELOW.

**THE PRINCIPAL CERTIFIES BY INITIALING BELOW THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE SUBJECT PROPERTY.**

\_\_\_\_\_ Initials of Principal(s)

#### 2. Information Regarding the Loan(s) and Related Property ("Subject Property") for Which the Loan Modification Services Will Be Provided:

Lender Name \_\_\_\_\_  
 Lender's Address: \_\_\_\_\_  
 Lender's phone #: \_\_\_\_\_  
 Loan Account Number \_\_\_\_\_



Address of Property \_\_\_\_\_

Description of Existing Loan Obligation (s) on the Subject Property \_\_\_\_\_

2nd Lender Name \_\_\_\_\_

Lender's address: \_\_\_\_\_

Lender's phone #: \_\_\_\_\_

2nd Loan Account Number \_\_\_\_\_

### **B. Agreement.**

In consideration of the mutual promises and agreements exchanged, ALPHA REALTY, INC. And the Principal agree as follows:

**1. Amount and Payment of Advance Fee.** The Principal agrees to pay an advance fee of ( 3000 ) (Insert amount) to ALPHA REALTY, INC on the date this agreement is signed by the Principal or within \_\_\_\_\_ days of the execution of this agreement by all parties.

**2. Deposit of Advance Fee and Accounting of Funds.** ALPHA REALTY, INC will deposit the advance fee into Broker trust account # ( 122000496-7390023612 ) \_\_\_\_\_ insert account number), located at: **Union Bank of California 1431 S. Rimpau Ave Suite 102 Corona, Ca 92879** insert name and address of depository). Alpha Realty, Inc will provide a verified accounting of these funds to the Principal at the end of each calendar quarter following the execution of this agreement by the Principal, and at the completion or termination of this agreement (whichever occurs first).

**3. Scope and Completion of, and Payment for, Loan Modification Services.** ALPHA REALTY, INC shall perform the following loan modification services (without limitation) for and on behalf of the Principal. It is understood by the parties that the list below is not exhaustive, and that not all of the services listed below may be relevant to the Principal's loan(s) on the subject property.

#### **Phase I:**

A. Interview the Principal, gather and review information about the current loan(s) and terms to include:

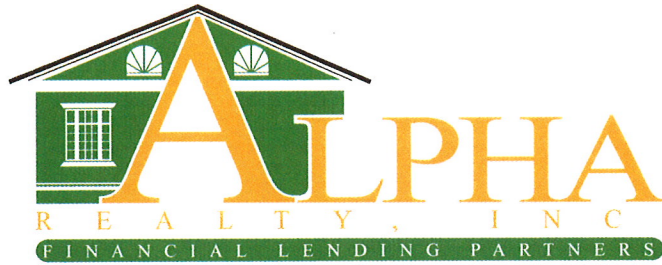
1. Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, Current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and Correspondence from the lender(s).

2. Information about the Principal's income and assets, including:

Paystubs, W2s, 1099s, benefit award letters, retirement and pension benefit statements, annuity statements, Child support/alimony, tax returns, profit and loss statements, schedules of real estate owned, stock and Mutual fund portfolio statements, bank statements, proof of any other income.

3. Information about the Subject Property, including: Property profile, comparable sales, active listings, current  
**ALPHA REALTY, INC. 4193 FLAT ROCK DR SUITE 300 RIVERSIDE, CA 92505 Phone 951-351-8110 Fax 951-729-3239**





Property listing information and other applicable Documents.

4. Information about the Principal's ability to repay the loan(s), including:

Credit history, hardship circumstances, financial profile (assessment of income, assets, expenses and housing Debt to income ratio).

B. Assist the Principal in preparing a hardship summary/letter.

C. Prepare and submit loan modification request and package of supporting documents to lender(s).

D. Completion of Phase I Services. ALPHA REALTY, INC will complete these Phase I services by ( ) and in no case later than 30 calendar days from the date this agreement is made, as first above written.

E. Payment for Phase I Services. Alpha Realty, Inc shall be entitled to 25 percent (but in no event more than 25 Percent) of the advance fee (which entitlement percentage for Phase I services equals \$(750) for the Performance of the applicable and relevant services described in Phase I (and others as may be necessary And/or appropriate).

**Phase II:**

Phase II services are focused on the Broker's efforts to vigorously and successfully seek through the Lender(s) an offer to the Principals (which offer shall be assessed by Alpha Realty, Inc. and clearly explained to the Principals) of proactive loan modification solutions which will provide the Principals with the opportunity to remain in the Subject Property while making affordable loan payments.

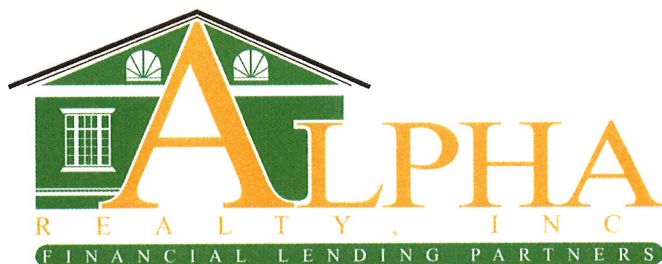
A. Contact the Lender(s) to discuss/negotiate the loan modification request(s) and package of supporting documents.

B. Communicate regularly with the Lender(s) to attempt to negotiate new, and more favorable, loan terms on behalf of Principal.

C. Assist the Principal in understanding and deciding about the modification terms offered by the Lender(s).

D. Successfully negotiate and/or accomplish a loan modification for the Principal. "Successful loan Modification performance" by ALPHA REALTY, INC shall have occurred if the Principal accepts one or More of the loan modifications set forth below:

- Change adjustable interest rate to a fixed interest rate
- Reduce fixed interest rate to a lower fixed interest rate
- Reduce balance of the principal amount of the loan
- Reduce adjustable interest rate / reduce CAPS of adjustable interest rate
- Stop upward adjustment of adjustable interest rate
- Arrange for the delinquent payment amounts to be added to the end of loan
- Arrange for the delinquent payment amounts to be added to a longer loan period



Arrange for the delinquent payment amounts to be accepted in an alternative payment plan  
 Eliminate or reduce the delinquent payment amounts  
 Arrange for the lender to accept a discounted pay-off or forbearance

**E. Completion of Phase II Services.** ALPHA REALTY, INC will complete these services by \_\_\_\_\_  
 (Insert date), and in no event later than 90 calendar days from the date this agreement is made, as first above written.

**F. Payment for Phase II Services.** The Broker shall be entitled to 75 percent of the advance fee (the remainder of the advance fee not earned and paid for Phase I services (which entitlement percentage for Phase II services equals \$ ( 2250 ) only for the "successful loan modification performance" of these Phase II services as described in Phase II (section d above).

**G. Refund of Advance Fee Until Earned.** The advance fee paid by the Principal is fully refundable until earned By the Broker. If any of the agreed upon services are not completed by the Broker by the agreed upon Completion date(s), the unearned portion of the advance fee will be refunded to the Principal within 5 business Days. If this agreement is terminated by the Principal before the agreed upon completion date and before the Agreed upon services are completed, the unearned advance fee will be refunded to the Principal within 5 Business days.

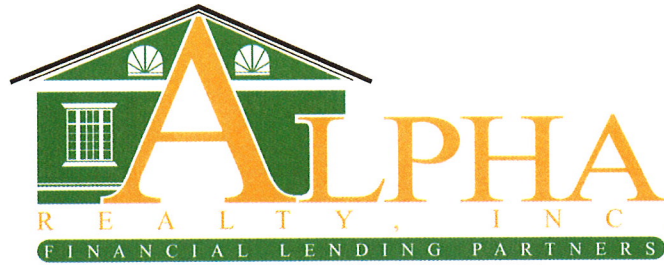
**H. Responsibilities and Obligations of the Principal.** The Principal agrees to furnish the Broker with truthful And accurate information and any documents that will be required by the Broker and the Lender(s) to assess The Principal's financial status, including (without limitation) the following:

Mortgage Statements-past three months  
 Paystubs-past two pay periods  
 W2 forms, 1099 forms, and/or Tax Returns-past 2 years  
 Profit and Loss Statements-past 2 years (if self employed)  
 Bank Statements-past 2 months  
 Verification of any other income, Benefit Award Letters, Retirement Statements, Pension Benefit Statements, Annuity Statements, Child Support/Alimony  
 Schedules of Real Estate owned, Stock and Mutual Fund Portfolio Statements  
 Authorization for the Broker to obtain Principal information from Lender

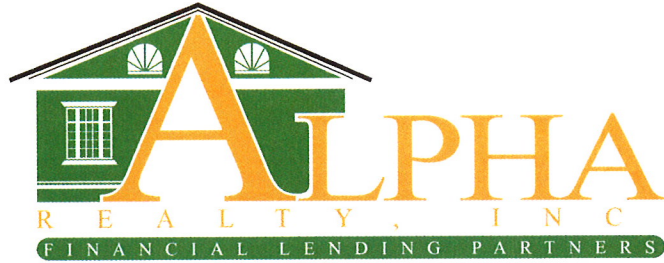
The Principal also agrees to provide additional information or documentation within 5 days of ALPHA REALTY, INC. request. The Principal further agrees to immediately notify ALPHA REALTY, INC of any change in the Principal's address.

**I. I. Reasonable Efforts/No Guarantees.** ALPHA REALTY, INC will make reasonable efforts to conclude a successful loan modification performance" as described in Phase II above. However, the Principal acknowledges that ALPHA REALTY, INC cannot guarantee that the Principal's existing lender(s) will agree to a modification of the loan(s), and that Principal's existing lender(s) is not obligated to modify the terms of the loan(s) in any way and may not agree to any changes in the loan(s).





- J. Governing Law.** This agreement shall be governed by and construed under the laws of the State of California.
- K. Amendments.** Except as set forth herein, this agreement may not be amended or modified orally and no Provision of this Agreement may be waived or amended except in a writing signed by the Principal and ALPHA REALTY, INC.
- L. Severability.** If any provision in this agreement is determined to be invalid, illegal or otherwise unenforceable, The determination will not affect any other provision of this agreement. The invalid provision will be severed From this agreement and all remaining provisions will continue to be in full force and effect.
- M. Termination of Agreement.** Either the Principal or ALPHA REALTY, INC may terminate this agreement at Any time for any reason upon written notice to the other party. At the time of termination, all earned but Unpaid fees for completed services (as set forth and described in provision number 3 of this agreement) Become due and payable.
- N. Dispute Resolution.** The parties to this agreement will endeavor to resolve any disputes or disagreements Between them with respect to or concerning this agreement in a fair and amicable manner. However, if the Parties are unable to resolve any such disputes between and/or among themselves (whether in law or equity), The parties expressly agree to binding, neutral arbitration in accordance with the California Code of Civil Procedure with any recognized California arbitration service. Said binding arbitration shall be the exclusive Dispute resolution mechanism for seeking legal redress under this agreement. The arbitration hearing shall be Conducted pursuant to the California rules of evidence and shall occur in the county where the Subject Property Is located. The parties agree to share equally the costs of any such arbitration. Reasonable attorney's fees and Costs shall be awarded to the prevailing party.
- O. Time of Essence.** Time is of the essence with respect to every provision of this agreement that specifies a time for performance.
- P. Entire Agreement.** Except as otherwise provided by section 2970 (b)(4) of Title 10 of the Code of Regulations, Chapter 6 (Real Estate Commissioner's Regulations), this agreement constitutes the entire Agreement and a complete and exclusive expression of the parties' agreement respecting the loan modification Services contemplated. Except as conditioned above, this agreement may not be contradicted by evidence of Any prior agreement or contemporaneous oral agreement.
- Q. Assignment.** No assignment by the Principal or the Broker of this agreement or of any rights or obligations hereunder, shall be valid without the prior written consent of all of the signatories to this agreement
- R. Acknowledgements and Representations.** The parties signing below acknowledge they have read and Understood this agreement and have each received a copy. The Principals warrants that he/she/they have the Authority to enter into this agreement with regard to the Subject Property and loan(s) herein described.



\_\_\_\_\_  
Name(s) of Principal(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name(s) of Principal(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name(s) of Principal(s)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

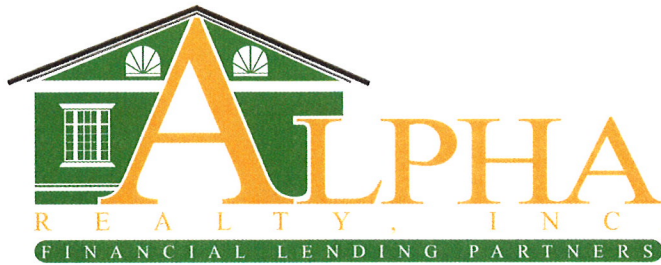
\_\_\_\_\_  
ALPHA REALTY, INC/Designated Officer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
1430738

ALPHA REALTY, INC (Corporation) License Number



### AUTHORIZATION TO RELEASE INFORMATION

I/we \_\_\_\_\_  
authorized Alpha Realty, Inc its staff agents, employees and independent contractors to discuss any  
information regarding my mortgage account reference below.

### Mortgagor

Name:

Spouse Name:

Property Address:

Social Security of the Primary Borrower:

### Mortgagee

Lender:

Street Address:

City, State, Zip:

Loan Number:

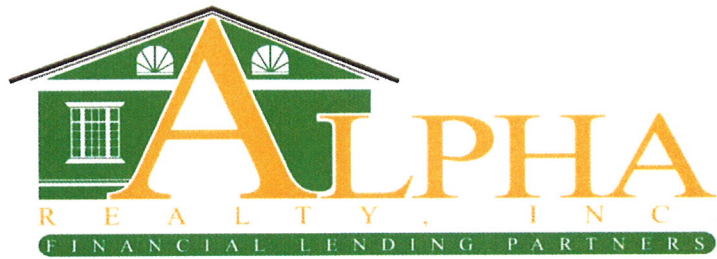
### Mortgagor's Signatures & Dates

Mortgagor:

Co-Mortgagor:

### Alpha Realty, Inc. Representative





## Verified Accounting For Advance Fees

Corporation Name: ALPHA REALTY, INC

Address: 4193 Flat Rock Dr Suite 300. Riverside, Ca 92505

Trust Account #: 122000496-7390023612

Depository: Union Bank of California. 1431 S. Rimpau Ave #102 Corona, Ca 92879

Principal Name:

Principal Address:

Lender Name:

Loan Account Number:

2nd Lender Name:

2nd Loan Account Number:

### Advance Fee Accounting

Advance Fee Amount Received	From Principal	Date Received	Date Deposited in Trust Account	Balance

Services Performed by broker	Date Performed	Amount of Fee Allocated	Date Disbursed	Balance
All phase 1 Services Including				
Loan modification package Submitted to Lender at address above:				
Loan modification package Submitted to 2nd Lender				
All phase 11 Services Including Succesfull loan Modification				

I hereby represent and attest that this is a true and accurate accounting.

Signed

Date

1430738

Alpha Realty, Inc

License Id Number